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RECEIVED / FILED
Superior Court of New Jersey

DEC 03 2014

CIVIL CASE MANAGEMENT
UNION COUNTY

<p>DIANE McKERNAN, Individually and as Administratrix of the Estate of William Parisio, Deceased and as Administratrix <i>Ad Prosequendum</i> for the ESTATE OF WILLIAM PARISIO,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>COUNTY OF UNION, UNION COUNTY JAIL, CORRECTIONAL HEALTH SERVICES, XYZ ENTITIES AND CORPORATIONS (1-10), JOHN DOES (1-10), JOHN DOES (10-100), DR. JOHN DOE AND DR. JANE DOES (1-10), and.</p> <p style="text-align: right;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: UNION COUNTY DOCKET NO:</p> <p style="text-align: center;">DIANE 4357-14</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">COMPLAINT AND JURY DEMAND</p>
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Diane McKernan, individually and as Administratrix *ad prosequendum* for the Estate of William Parisio, and as Administratrix of the Estate of William Parisio, by way of Complaint against the above-listed defendants, hereby says:

FIRST COUNT

1. The Plaintiff's decedent William Parisio died on February 17, 2014.
2. Diane McKernan is the mother of William Parisio and was appointed Administratrix *ad prosequendum* of the Estate of William Parisio and also appointed the Administratrix of the Estate of William Parisio.
3. Defendant County of Union is a county body organized and existing under the laws of the

State of New Jersey, and is a public employer of the Corrections Officers, Sheriff's Officers and other non-uniformed personnel working in and for the county and its jail.

4. Defendant Union County Jail is at all times relevant herein a department within the County of Union, which was responsible for the detention, housing and care of William Parisio.

5. Defendant Correctional Health Services, Inc. is a corporation within the State of New Jersey, which was responsible for providing medical care to the inmates of the Union County Jail, among other County jails as a contractor for the County of Union and provides the governmental service of healthcare in the jail and, therefore, operates individually and under color of State Law and/or in the County's official capacity.

6. Defendants XYZ Entities and Corporations (1-10), individually, under color of State Law and in their official capacity, were at all times relevant herein, present employers or supervisory employers, as yet unidentified, that may be found to have been responsible for the actions that are the subject matter of this Complaint, including but not limited, to medical and/or healthcare professionals or other professionals who attended to plaintiff's decedent, operating individually and under color of State Law and/or in an official governmental capacity.

7. Defendants John Does (1-10) and John Does (10-100), individually under color of State Law and in their official capacity, were at all times relevant herein present employees or supervisory employees of the defendants herein including, but not limited to, Jail Guards and Sheriff's Officers, as yet unidentified, that will be found to have been responsible for the actions that are the subject matter of this Complaint.

8. Defendants Dr. John Doe and Dr. Jane Does (1-10), individually under color of State Law and in their official capacities as employees, healthcare professionals, supervisors or other agents

hired by the Union County Jail, were at all times relevant herein present employees or supervisory employees, as yet unidentified, that will be found to have been responsible for the actions that are the subject matter of this Complaint.

9. During the time period from on or about January 15, 2014 through on or about February 16, 2014, the plaintiff's decedent was assaulted by John Doe Corrections Officers (1-10), who are presently unidentified.

10. On or about February 17, 2014, several John Doe Corrections Officers and or Sheriff's Officers used excessive force in unnecessarily subduing the plaintiff's decedent William Parisio thereby cutting off his airway and preventing him from breathing. The defendants, thereafter, negligently failed to promptly recognize William Parisio was not breathing, failed to promptly call for medical assistance and failed to promptly institute resuscitative procedures.

11. As a direct and proximate result of the negligence of the defendants, their agents, servants and/or employees, the plaintiff's decedent William Parisio died on or about February 17, 2014.

WHEREFORE, plaintiff Diane McKernan, individually and as Administratrix Ad Prosequendum for the Estate of William Parisio, demands entry of judgment against the defendants, The County of Union, The Union County Jail, Correctional Health Services, Inc., XYZ Entities and Corporation (1-10), John Doe (1-100) as correction officers, sheriff officers, Dr. John Doe and Dr. Jane Doe (1-10) as healthcare professionals or other agents hired by the Union County Jail, and such individuals or entities presently unknown for compensatory and punitive damages, attorneys fees, costs of suit and lawful interest and such damages provided by the New Jersey Wrongful Death Statute *N.J.S.A. 2A:31-1, et. seq.* and as otherwise provided by law.

SECOND COUNT

1. Plaintiff repeats each and every allegation of the First Count as if fully set forth at length herein.

2. As a direct and proximate result of the aforesaid intentional and negligent acts by the defendants, the plaintiff's decedent William Parisio was caused to suffer tremendous pain and suffering and mental anguish from the time period between on or about January 15, 2014 through on or about his death on February 17, 2014.

WHEREFORE, plaintiff Diane McKernan individually and as Administratrix Ad Prosequendum for the Estate of William Parisio demands entry of judgment against all defendants named herein for compensatory and punitive damages together with costs of suit, lawful interest, attorneys fees and as otherwise provided by law.

THIRD COUNT

1. Plaintiff repeats each and every allegation of the First and Second Counts as if fully set forth at length herein.

2. The acts and omissions of the defendants named herein violated applicable standards of care, were grossly and professionally negligent and/or were willful and wanton acts which were deliberately indifferent and evidence of willful disregard which would shock the conscience of the community.

3. Defendants, individually and under color of State Law in their official capacity, deprived plaintiff's decedent of his constitutional and civil rights by, but not limited to, the following:

A. Administering beatings to the plaintiff's decedent from on or about January 15, 2014 through February 17, 2014;

B. Using extreme, excessive force in subduing the decedent on February 17, 2014 including knocking teeth loose, causing severe lacerations on various parts of his body, and cutting off his airway causing him to stop breathing;

C. Using improper methods in subduing the decedent violating their own policies, including cutting off his airway;

D. Failing to promptly recognize the decedent had stopped breathing;

E. Failing to promptly administer resuscitative measures when it was belatedly recognized that the decedent had stopped breathing;

F. Improperly screening, training, hiring, supervising and disciplining employees or other persons delegated the responsibility for the care of inmates;

G. Failure to properly investigate and/or discipline persons responsible for the care of the inmates;

I. Failure to protect the decedent from harm equivalent to the subjection of cruel and unusual punishment that is required of a pre-trial inmate.

4. The above actions constitute a violation of the Civil Rights Act, 42 U.S.C. § 1983 and a violation of Mr. Parisio's civil and constitutional rights.

5. As a direct result of the aforementioned actions of defendants, William Parisio suffered severe and permanent injuries and was forced to endure great pain and suffering, emotional distress and mental anguish and to incur a total deprivation of physical liberty, and deprivation of his constitutional rights and resulted in his untimely death.

WHEREFORE, Plaintiff Diane McKernan, individually as the mother of William Parisio, and as Administrator Ad Prosequendum for the Estate of William Parisio, prays for judgment against

the defendants, including but not limited to:

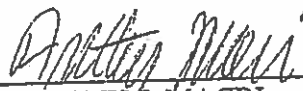
(a) an award of compensatory damages, punitive or treble damages which are allowed by statutes pleaded herein;

(b) an award of reasonable attorney's fees and all costs of court and interest herein;

(c) an award of damages as allowed under 42 U.S.C. § 1983 and any other statutes permitting same;

(d) an award for attorney's fees allowed under the appropriate statutes, including but not limited to 42 U.S.C. § 1983;

(e) any other prospective or past relief, whether equitable or otherwise, that the court finds just and appropriate under the circumstances;



ANTHONY J. MACRI
Attorney for Plaintiff

Dated: December 2, 2014

JURY DEMAND

Plaintiff hereby demands a trial by jury of no less than six (6) persons as to all issues raised in the within Complaint.



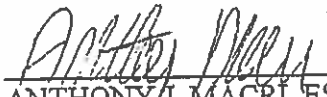
ANTHONY J. MACRI
Attorney for Plaintiff

Dated: December 2, 2014

CERTIFICATION PURSUANT TO R.4:5-1

The undersigned hereby certifies that the matter in controversy is not the subject matter of any other action presently pending in any Court or of any pending arbitration proceedings, and that no other actions or arbitration proceedings are presently contemplated.

The undersigned further certifies that there are no other parties which he is presently aware of who should be joined in this action. R.4:5-1.



ANTHONY J. MACRI, ESQ.
Attorney for plaintiff

Dated: December 2, 2014

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BY: Moshood Muftau, Esq.
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DIANE MCKERNAN, Individually
And as Administratrix of the Estate of
William Parisio, Deceased and as
Administratrix *Ad Prosequendum* for the
ESTATE OF WILLIAM PARISIO
Plaintiff

vs.

COUNTY OF UNION, UNION COUNTY
JAIL, CORRECTIONAL HEALTH
SERVICES, XYZ ENTITIES AND
CORPORATIONS (1-10), JOHN DOES
(1-10), JOHN DOES (10-100), DR. JOHN
DOE AND DR. JANE DOES (1-10)

Defendant(s)

DISTRICT COURT OF UNITED STATES
THE DISTRICT OF NEW JERSEY

Civil Action No. 2:15-cv-01675 MCA JBC

Civil Action

**CONFIDENTIAL SETTLEMENT
AGREEMENT AND RELEASE**

THIS MATTER having been initiated with the filing of a Complaint by Plaintiff's, by her attorney Anthony Macri, Esq. against the Defendants, County of Union, and Union County Jail, defended by their attorney, Moshood Muftau Esq., Second Deputy County Counsel of the Office of the County Counsel, and the parties having agreed and settled the matter as follows:

(1) **SETTLEMENT AMOUNT.** The Plaintiff shall accept, and Defendant shall pay a lump sum amount of \$200,000.00 (Two Hundred Thousand dollars) within thirty (30) days of

both parties' execution of this Agreement, in full and final payment of any and all claims, including attorney fees and costs, for any and all claims set forth in plaintiff's Complaint, filed on behalf of the Plaintiff in the matter captioned Diane Mckernan v. County of Union, et als
(Civil Action No. 2:15-cv-01675 MCA JBC).

(2) **STIPULATION OF DISMISSAL.** A formal Stipulation of Dismissal shall be filed with the Court.

(3) **RELEASE.** The Plaintiff releases and gives up any and all rights and claims which Plaintiff may have against Defendants. This releases all claims including any claim that may be made by Plaintiff, or on Plaintiff's behalf, for attorney's fees and costs, including claims of which plaintiff is not aware and those not mentioned in this Settlement Agreement and Release. This Settlement Agreement and Release applies to claims resulting from anything which has happened to plaintiff up to now. Plaintiff specifically releases the following claims:

Any and all past and present demands, obligations actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever based on a violation of constitutional rights, tort, law against discrimination, contract or other theory of recovery, and whether for compensation or punitive damages Plaintiff

now has, or may against the Defendants herein, their agents, servants and employees and/or employers directly or indirectly, including by way of example and not limitation, those which have been alleged in the Complaint, herein or in any amendment thereto in the lawsuit instituted by Plaintiff.

(4) **NONADMISSION OF LIABILITY:** It is expressly understood that this Settlement Agreement and Release shall not constitute an admission of liability on the part of the

Defendants, County of Union and Union County Jail, herein or any admission by the Defendant herein to any of the claims as alleged by Plaintiff against Defendants.

(5) **NONDISCLOSURE:** As additional consideration for the payments represented by this Settlement Agreement and Release, it is further understood and agreed that neither the Plaintiff nor any of the Defendants, or their agents, servants, attorneys or representatives, shall, in any way, at any time disclose for any reason or purpose whatsoever to any other person or entity (other than members of the Plaintiff's immediate family, members of the law firm of the Plaintiff's attorney, accountants or financial advisors, or as otherwise may be required by law) either the fact of this settlement, the facts underlying the claims leading to this settlement, or the terms of the consideration, compensation or settlement reached with the Defendant herein. This settlement is classified as confidential.

(6) **LIENS:** All liens, current or future, against the proceeds of this settlement are to be satisfied by the Plaintiff, including but not limited to any and all Medical Liens, Workers' Compensation liens, Social Security liens, hospital, physician or attorney liens, or any of the statutory, common law or judgment liens. Plaintiff therefore agree to indemnify and hold the Defendants herein harmless against any claims made against them or payment made by them by reason of any liens against the proceeds of this settlement.

(7) **FULL AND FINAL MONETARY PAYMENT:** Plaintiff will be paid a total of \$200,000.00 (Two Hundred Thousand dollars) in full and final payment for agreeing to and executing this Release. Plaintiff agrees that Plaintiff will not seek anything further, including any other payment(s) from Defendants herein and/or their insurance company. The Plaintiff agrees that the payment of \$200,000.00 (Two Hundred Thousand dollars) is inclusive of all attorney fees and costs claimed by her attorneys related to the claims made against the Defendant herein in the

legal matter that is the subject of this Release. Therefore, any attorney fees and costs that are due to the Plaintiff's attorney based upon their representation of the Plaintiff against the Defendants herein in the legal matter that is the subject of this Release shall be taken out of the \$200,000.00 (Two Hundred Thousand dollars) full and final payment. No additional payment shall be made on behalf of the County of Union, and Union County Jail for any of the Plaintiff's attorney's fees or costs. This Settlement Agreement and Release extinguishes any and all claims that she may have against the Defendants herein for attorney's costs and fees.

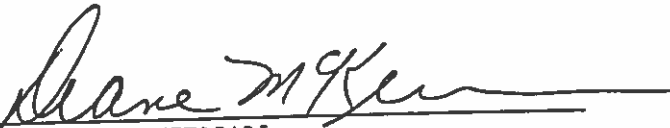
(8) **WHO IS BOUND:** The Plaintiff and Defendants herein, their agents, servants, employees and assigns are bound by this Settlement Agreement and Release. Anyone who succeeds to either of their respective rights and responsibilities, such as heirs or the executor(rix) of an estate, is also bound. This Settlement Agreement and Release is made for the benefit of the parties hereto and all who succeed to their respective rights and responsibilities, including but not limited to heirs or the executor(rix) of an estate.

(9) **SIGNATURE:** All parties have read, understand and agree to the terms of this Settlement Agreement and Release and have consulted with counsel prior to executing the same.

DATED: 9/23/2015



COUNTY OF UNION/ UNION COUNTY JAIL



DIANE MCKERNAN